

SCHEDULE 1
to Assignment Agreement

1. Description and Date of Loan Agreement:

Loan and Security Agreement dated as of September __, 2006, among BLACKHAWK AUTOMOTIVE PLASTICS, INC., a Delaware corporation, LASALLE BUSINESS CREDIT, LLC, as agent ("Agent"), and each lender from time to time a party thereto.

07 C 6438

2. Date of Assignment Agreement: _____, 200__.

3. Amounts to be Assigned (As of Date of Item 2 above):

	Revolving Loan Commitment	Term Loan A Commitment	Term Loan B Commitment
Total of Commitments (Loans) Under the Loan Agreement	\$ _____	\$ _____	\$ _____
Assignees Percentage of Each Facility Purchased under the Assignment Agreement	____%	____%	____%
Amount of Assigned Share of Each Facility Under the Assignment Agreement	\$ _____	\$ _____	\$ _____

JUDGE PALLMEYER
MAGISTRATE JUDGE BROWN

4. Assignee's Aggregate (Loan Amount)/(Commitment Amount) Purchased Hereunder: \$ _____

5. Proposed Effective Date: _____, _____

Accepted and Agreed:

[NAME OF ASSIGNOR]

[NAME OF ASSIGNEE]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment to SCHEDULE 1 to ASSIGNMENT AGREEMENT

Attach Assignor's Administrative Information Sheet, which must
include notice address for the Assignor and the Assignee

All notices to Assignee in connection with the Loan Agreement shall be sent to:

Wire Transfer instructions for the Assignee are as follows:

ABA # _____
Acct. No. _____
Credit to: _____

APPENDIX I
to Assignment Agreement

NOTICE
OF ASSIGNMENT

To:

Agent:
LaSalle Business Credit, LLC ("Agent")
2600 West Big Beaver
Mail Code: MO 900-345
Troy, Michigan 48084

Attention: William J. Stewart
First Vice President
Tel: 248-822-5854
Fax: 248-822-5809
william.stewart@abnamro.com

Borrower:
Blackhawk Automotive Plastics, Inc.
800 Pennsylvania Avenue
Salem, OH 44460

Attention: Michael W. Martell, CFO
Tel: 330-332-6421
Fax: 330-332-6568
mwmartel@blackhawkplastics.com

From: [NAME OF ASSIGNOR] (the "Assignor")
[NAME OF ASSIGNEE] (the "Assignee")

1. We refer to that Loan and Security Agreement (the "Loan Agreement") described in Item 1 of Schedule 1 attached hereto ("Schedule 1"). Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to them in the Loan Agreement.
2. This Notice of Assignment (this "Notice") is given and delivered to the Borrower and the Agent pursuant to Section 20 of the Loan Agreement.
3. The Assignor and the Assignee have entered into an Assignment Agreement, dated as of _____, 200__ (the "Assignment"), pursuant to which, among other things, the Assignor has sold, assigned, delegated and transferred to the Assignee, and the Assignee has purchased, accepted and assumed from the Assignor the percentage interest specified in Item 3 of Schedule 1 of all outstandings, rights and obligations under the Loan Agreement relating to the facilities listed in Item 3 of Schedule 1. The Effective Date of the Assignment shall be the later of the date specified in Item 5 of Schedule 1 or two (2) Business Days (or such shorter period as agreed to by the Agent) after this Notice of Assignment and any consents and fees required by Section 20(c) of the Loan Agreement have been delivered to the Agent, provided that the Effective Date shall not occur if any condition precedent agreed to by the Assignor and the Assignee has not been satisfied.

4. The Assignor and the Assignee hereby give to the Borrower and the Agent notice of the assignment and delegation referred to herein. The Assignor will confer with the Agent before the date specified in Item 5 of Schedule 1 to determine if the Assignment Agreement will become effective on such date pursuant to Section 3 hereof, and will confer with the Agent to determine the Effective Date pursuant to Section 3 hereof if it occurs thereafter. The Assignor shall notify the Agent if the Assignment Agreement does not become effective on any proposed Effective Date as a result of the failure to satisfy the conditions precedent agreed to by the Assignor and the Assignee. At the request of the Agent, the Assignor will give the Agent written confirmation of the satisfaction of the conditions precedent.

5. The Assignor or the Assignee shall pay to the Agent on or before the Effective Date the processing fee of \$3,500 required by Section 20 of the Loan Agreement.

6. If Notes are outstanding on the Effective Date, the Assignor and the Assignee request and direct that the Agent prepare and cause the Borrower to execute and deliver new Notes or, as appropriate, replacements notes, to the Assignor and the Assignee. The Assignor and, if applicable, the Assignee each agree to deliver to the Agent the original Note received by it from Borrower upon its receipt of a new Note in the appropriate amount.

7. The Assignee advises the Agent that notice and payment instructions are set forth in the attachment to Schedule 1.

8. The Assignee hereby represents and warrants that none of the funds, monies, assets or other consideration being used to make the purchase pursuant to the Assignment are "plan assets" as defined under ERISA and that its rights, benefits, and interests in and under the Loan Agreement and the Other Agreement (collectively, the "Loan Documents") will not be "plan assets" under ERISA.

9. The Assignee authorizes the Agent to act as its agent under the Loan Documents in accordance with the terms thereof. The Assignee acknowledges that the Agent has no duty to supply information with respect to any Borrower or the Loan Documents to the Assignee until the Assignee becomes a party to the Loan Agreement.

[SIGNATURE PAGES FOLLOW]

[NAME OF ASSIGNOR]

[NAME OF ASSIGNEE]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND CONSENTED
TO:

LASALLE BUSINESS CREDIT, LLC, as
Agent

By: _____
Name: _____
Title: _____

BORROWER:

BLACKHAWK AUTOMOTIVE PLASTICS,
INC.

By: _____

Name: _____

Title: _____

[Attach photocopy of Schedule 1 to Assignment]

SCHEDULE 1

PERMITTED LIENS

<u>Secured Party</u>	<u>Filing Number</u>	<u>Filing Date</u>	<u>Collateral</u>
Ameritech Credit Corporation	10670633	07/11/01	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing
*amendment	21221997	04/26/02	Restated collateral description. All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing
Citicorp Vendor Finance, Inc.	10803382	07/26/01	All leased equipment, together with all accessions, additions... etc., including all proceeds and insurance proceeds.
-continuation	61732064	5/23/06	
Ameritech Credit Corporation	20755938	03/06/02	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing
*amendment	21039340	04/05/02	Restated collateral description. All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing
Ameritech Credit Corporation	20755995	03/06/02	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing

<u>Secured Party</u>	<u>Filing Number</u>	<u>Filing Date</u>	<u>Collateral</u>
<i>*amendment</i>	21039381	04/05/02	Restated collateral description. All telecommunications and data equipment, including telephones, modems, switchboards... etc. <i>*Precautionary filing</i>
Ameritech Credit Corporation	20756035	03/06/02	All telecommunications and data equipment, including telephones, modems, switchboards... etc. <i>*Precautionary filing.</i>
<i>*amendment</i>	21039423	04/05/02	Restated collateral description. All telecommunications and data equipment, including telephones, modems, switchboards... etc. <i>*Precautionary filing</i>
Ameritech Credit Corporation	22179871	08/23/02	All telecommunications and data equipment, including telephones, modems, switchboards... etc. <i>*Precautionary filing.</i>
Ameritech Credit Corporation	23048224	12/06/02	All telecommunications and data equipment, including telephones, modems, switchboards... etc. <i>*Precautionary filing.</i>
Ameritech Credit Corporation	23048364	12/06/02	All telecommunications and data equipment, including telephones, modems, switchboards... etc. <i>*Precautionary filing.</i>

<u>Secured Party</u>	<u>Filing Number</u>	<u>Filing Date</u>	<u>Collateral</u>
Ameritech Credit Corporation	23048547	12/06/02	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing.
D.L. Peterson Trust	30738529	03/13/03	Specific equipment. *Precautionary filing.
D.L. Peterson Trust	32002775	07/14/03	Specific equipment. *Precautionary filing.
Ameritech Credit Corporation	32708397	10/16/03	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing.
Bank One, NA	32830845	10/28/03	All accounts receivable which arise out of the sale of goods and services to Johnson Controls, Inc., and all proceeds and other rights with respect to such accounts receivable pursuant to the Receivables Purchase Agreement. *Filed for informational purposes.
<i>*amendment</i>	54032224	12/28/05	Amended Secured Party name to JPMorgan Chase Bank, National Association.
Ameritech Credit Corporation	42822130	10/07/04	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing.
Commercial Tool & Die, Inc.	50540105	02/17/05	Specific equipment.
Commercial Tool & Die, Inc.	50540279	02/17/05	Specific equipment.
Commercial Tool & Die, Inc.	50540329	02/17/05	Specific equipment.
Commercial Tool & Die, Inc.	50540386	02/17/05	Specific equipment.
Commercial Tool & Die, Inc.	50540535	02/17/05	Specific equipment.

<u>Secured Party</u>	<u>Filing Number</u>	<u>Filing Date</u>	<u>Collateral</u>
Mico-Matic Tool, Inc.	51233338	04/21/05	All molds and tools produced by Secured Party for the Debtor until Secured Party is paid in full. This lien is perfected and has priority over any other lien, by Ohio law. Any mold or work in progress for any mold requested by the Debtor is subject to this perfected statutory lien in favor of Secured Party.
Sky-Tek, L.L.C.	51926055	06/23/05	Specific equipment. *Filed in connection with an agricultural lien.
Sky-Tek, L.L.C.	51928085	06/23/05	Specific equipment. *Filed in connection with an agricultural lien.
Sky-Tek, L.L.C.	51929489	06/23/05	Specific equipment. *Filed in connection with an agricultural lien.
Sky-Tek, L.L.C.	51929745	06/23/05	Specific equipment. *Filed in connection with an agricultural lien.
Ameritech Credit Corporation	53363190	10/28/05	*in-lieu filing for Columbiana, Ohio
Ameritech Credit Corporation	53368694	10/28/05	*in-lieu filing for Columbiana, Ohio
Ameritech Credit Corporation	60717538	3/1/06	*in-lieu filing for Michigan SOS
*amendment	62948701	08/23/06	Amended Secured Party name to AT&T Capital Services, Inc.
Ameritech Credit Corporation	61533058	5/5/06	*in-lieu filing for Ohio SOS
-amendment	62949253	8/23/06	Amended Secured Party name to AT&T Capital Services, Inc.
PME Companies, Inc.	61618131	5/12/06	Specific equipment

Secured Party	Filing Number	Filing Date	Collateral
Branson Ultrasonics Corporation	62043271	6/15/06	Specific equipment
Citicorp Vendor Finance Inc.	AP300053	12/08/00	Specific equipment.
*continuation	20053420762	12/08/05	
Ameritech Credit Corporation	AP292522	11/15/00	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing.
Ameritech Credit Corporation	AP297763	12/4/00	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing.
MHI Injection Molding Machinery, Inc.	AP307070	01/12/01	Specific equipment. *Filed for informational purposes only
MHI Injection Molding Machinery, Inc.	AP313549	02/07/01	Specific equipment. *Filed for informational purposes only
Ameritech Credit Corporation	OH00078516853	06/17/04	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing.
Active Mould & Design Ltd.	OH00088309311	04/13/05	Specific equipment.
Reko Tool & Mould (1987) Inc	OH00088426864	04/19/05	Specific equipment.
Yushin America, Inc.	OH00090528480	06/17/05	Specific equipment.
Active Mould & Design Ltd.	OH00092635388	08/25/05	Specific equipment.
Mattson Tool & Die Corp.	OH00097363316	01/03/06	Specific equipment.
Mattson Tool & Die Corp.	OH00097759749	01/13/06	Specific equipment.
Active Mould & Design, Ltd.	OH00104586590	7/19/06	Specific equipment.
AB Automation	OH00104586712	7/19/06	Specific equipment.
Automotive Gauge & Fixture Limited	OH00104587168	7/19/06	Specific equipment.
Active Mould & Design Ltd.	OH00099077684	02/24/06	Specific equipment.
Mattson Tool & Die Corp.	OH00099116406	2/27/06	Specific equipment.
Mattson Tool & Die Corp.	OH00098235295	1/30/06	Specific equipment.
Mattson Tool & Die Corp.	OH00098483240	2/6/06	Specific equipment.
Mattson Tool & Die Corp.	OH00098996015	2/21/06	Specific equipment.

<u>Secured Party</u>	<u>Filing Number</u>	<u>Filing Date</u>	<u>Collateral</u>
Mattson Tool & Die Corp.	OH00103962678	6/30/06	Specific equipment.
Mattson Tool & Die Corp.	OH00105904092	8/25/06	Specific equipment.
Mattson Tool & Die Corp.	OH00106220780	9/5/06	Specific equipment.
Mattson Tool & Die Corp.	OH00104998896	7/31/06	Specific equipment.
Mattson Tool & Die Corp.	OH00098006583	1/23/06	Specific equipment.
PME Companies, Inc.	OH00102047829	5/12/06	Specific equipment.
Ameritech Credit Corporation	AP342765	06/06/01	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing.
Ameritech Credit Corporation	45738	11/16/00	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing.
Ameritech Credit Corporation	45896	12/05/00	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing.
Ameritech Credit Corporation	47341	6/11/01	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing.
MHI Injection Molding Machinery, Inc.	40410	2/7/01	Specific equipment *Filed for informational purposes only
Ameritech Credit Corporation	40661	6/8/01	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing.
Ameritech Credit Corporation	66504	11/16/00	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing.

<u>Secured Party</u>	<u>Filing Number</u>	<u>Filing Date</u>	<u>Collateral</u>
Ameritech Credit Corporation	67889	6/8/01	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing.
Citicorp Vendor Finance, Inc.	D728206	01/02/01	Specific equipment.
*continuation	2005222095-9	12/28/05	
Ameritech Credit Corp.	D761359	04/09/01	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing.
Ameritech Credit Corp.	D786268	06/15/01	All telecommunications and data equipment, including telephones, modems, switchboards... etc. *Precautionary filing.
Commercial Tool & Die, Inc.	2004078175-1	04/16/04	Specific equipment. *Filed pursuant to Michigan Compiled Laws Sections 445.611 et. seq. -- Moldbuilder's lien?
Commercial Tool & Die, Inc.	2005032193-7	02/17/05	Specific equipment. *Filed pursuant to Michigan Compiled Laws Sections 445.611 et. seq. -- Moldbuilder's lien?
Commercial Tool & Die, Inc.	2005032194-9	02/17/05	Specific equipment. *Filed pursuant to Michigan Compiled Laws Sections 445.611 et. seq. -- Moldbuilder's lien?
Commercial Tool & Die, Inc.	2005032195-1	02/17/05	Specific equipment. *Filed pursuant to Michigan Compiled Laws Sections 445.611 et. seq. -- Moldbuilder's lien?
Commercial Tool & Die, Inc.	2005032196-3	02/17/05	Specific equipment. *Filed pursuant to Michigan Compiled Laws Sections 445.611 et. seq. -- Moldbuilder's lien?

<u>Secured Party</u>	<u>Filing Number</u>	<u>Filing Date</u>	<u>Collateral</u>
Commercial Tool & Die, Inc.	2005032197-5	02/17/05	Specific equipment. *Filed pursuant to Michigan Compiled Laws Sections 445.611 et seq. -- Moldbuilder's lien?
Sky-Tek, LLC	2005044822-6	03/11/05	Specific equipment.
Sky-Tek, LLC	2005044823-8	03/11/05	Specific equipment.
Sky-Tek, LLC	2005044824-0	03/11/05	Specific equipment.
Special Tool & Engineering	2005124578-4	07/13/05	Specific equipment.
*amendment	2005163589-4	09/19/05	Deleted certain specific equipment.
Special Tool & Engineering, Inc.	2005135162-6	07/29/05	Specific equipment.
Reko Tool & Mould (1987) Inc.	2005137679-3	08/02/05	Specific equipment. *Filed in accordance with the Moldbuilders lien.
Kimastle Corporation	2005193021-8	11/07/05	Specific equipment.
Kimastle Corporation	2005193022-0	11/07/05	Specific equipment.
Kimastle Corporation	2005193023-2	11/07/05	Specific equipment.
Kimastle Corporation	2005193024-4	11/07/05	Specific equipment.
Special Tool & Engineering, Inc.	2005202122-4	11/22/05	Specific equipment.
Special Tool & Engineering, Inc.	2006006529-0	01/10/06	Specific equipment.
PME Companies, Inc.	2006089421-1	5/16/06	Specific equipment.
Special Tool & Engineering, Inc.	20060106489-5	6/14/06	Specific equipment.
Special Tool & Engineering, Inc.	2006125958-3	7/19/06	Specific equipment.
Special Tool & Engineering, Inc.	2006136846-9	8/8/06	Specific equipment.

SCHEDULE 11(c)

LOANS

Advances to Tier e Automotive Group for inter-company tax allocation

SCHEDULE 11(g)

LITIGATION

NONE.

SCHEDULE 11(i)
AFFILIATE TRANSACTIONS

Management Services Agreement, dated as of May 27, 1999, by and between Borrower and Blue Point Capital Partners (fka Key Equity Capital Corporation.)

Borrower purchases certain plastic parts from Nescor Plastics in arms-length transactions in the ordinary course of business. Nescor Plastics is 49% owned by Borrower's parent, Tier e Automotive Group, Inc.

SCHEDULE 11(j)

NAMES

Worthington Custom Plastics, Inc

SCHEDULE 11(n)

INDEBTEDNESS

Item Purchased	Creditor	Balance as of 9/30/06	Type
2004 Buick Ranier	GMAC	\$2,263.09	Installment loan
2004 Nissan Murano	Nissan Credit Corp	\$1,921.68	Installment loan
Injection Molding Machines	MHI Injection Molding Machinery, Inc.	\$193,636.16	Installment loan
2004 Chevrolet Silverado	GMAC	\$15,808.89	Installment loan
Implementation costs for upgrade to ADP Payroll system	ADP Commercial Leasing, LLC	\$88,546.43	Installment Loan